

ADOPTED

6/14/90

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

GREATER BOSTON YOUNG MEN'S CHRISTIAN ASSOCIATION

This Agreement is made as of the _____ day of _____, 1990 by and between the Boston Redevelopment Authority (hereinafter called the "Licensor") and Greater Boston Young Men's Christian Association (hereinafter called the "Licensee").

A license to occupy the License Area, Parcel R-1 of the South Cove Urban Renewal Area, Massachusetts R-92 (hereinafter called "Parcel R-1") containing approximately 19,335+ square feet, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area is to be used solely for the purposes of operating social and recreational programs and activities directly related thereto for the South Cove Branch of the Licensee (hereinafter called the "South Cove Branch"), including specifically the following:
 - a. On the lot known as 51 Hudson Street, a demountable, air-supported structure, consisting of 2,500 gross square feet, to house a gymnasium, exercise rooms and related facilities;
 - b. On the lot known as 54 Tyler Street, administrative offices or storage facilities only in the first floor of an existing building located thereon; and
 - c. On the vacant lots respectively known as 53 to 55 and 57 to 59 Hudson Street, an ancillary parking area for no more than thirty-three (33) vehicles and such parking area shall be available for use only by members of the South Cove Branch in accordance with the terms and conditions of a certain Conditional Use Permit, approved by the Board of Appeal of the City of Boston on June 19, 1984 (Case BZC-6950) and renewed as needed thereafter, and a Permit for Use of Premises issued by the Inspectional Services Department of the City of Boston on July 20, 1984, copies of which are set forth in Exhibit B, attached to this Agreement; provided further, that at no time shall the Licensee operate on the License Area a commercial parking lot pursuant to Chapter 148, Section 56 of the Massachusetts General Laws and all other statutes, ordinances or rules and regulations applicable to the licensing or operation of a commercial parking lot.

2. The Licensee agrees that it is not eligible for relocation benefits.
3. The term of this License shall be for a period of five (5) years from _____, 1990. Notwithstanding the foregoing, this License may be terminated and the License Area is to be vacated on thirty (30) days written notice by the Licensor. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.
4. The License Fee shall be One Dollar (\$1.00) per year, payable upon execution of this Agreement, and on the yearly anniversary of its execution. Any and all deposits made by the Licensee to the Licensor under the terms and conditions of the License Agreement executed by and between the Licensee and the Licensor in August of 1984 shall be retained by the Licensor until sixty (60) days after the termination of this Agreement in order to insure the satisfactory completion of all the terms and conditions of this Agreement. No interest shall be paid to the Licensee on said deposit.
5. If the Licensor takes advantage of the 30-day written notice provision described in Paragraph 3 above before the end of the five-year period, it shall become the responsibility of any replacement Licensee or redeveloper selected to inhabit or redevelop Parcel R-1 to assist the Licensee with the capital expenses required to rebuild the structure described in Paragraph 1(a) by paying a proportional share of the capital cost of said structure based on the formula of 20% of the actual cost for every full or partial year of the five-year license period disrupted by such a decision of the Licensor.
6. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.
7. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Five Hundred Thousand (\$500,000) Dollars for property damage, One Million (\$1,000,000) Dollars for injury or death to one person, and Two Million (\$2,000,000) Dollars for injury or death to more than one person in a single accident. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.

8. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
9. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
10. The Licensee covenants that it will not allow the property or any buildings thereon in any way to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
11. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.

The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

12. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.
13. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
14. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
15. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

**GREATER BOSTON YOUNG MEN'S
CHRISTIAN ASSOCIATION**

By: _____

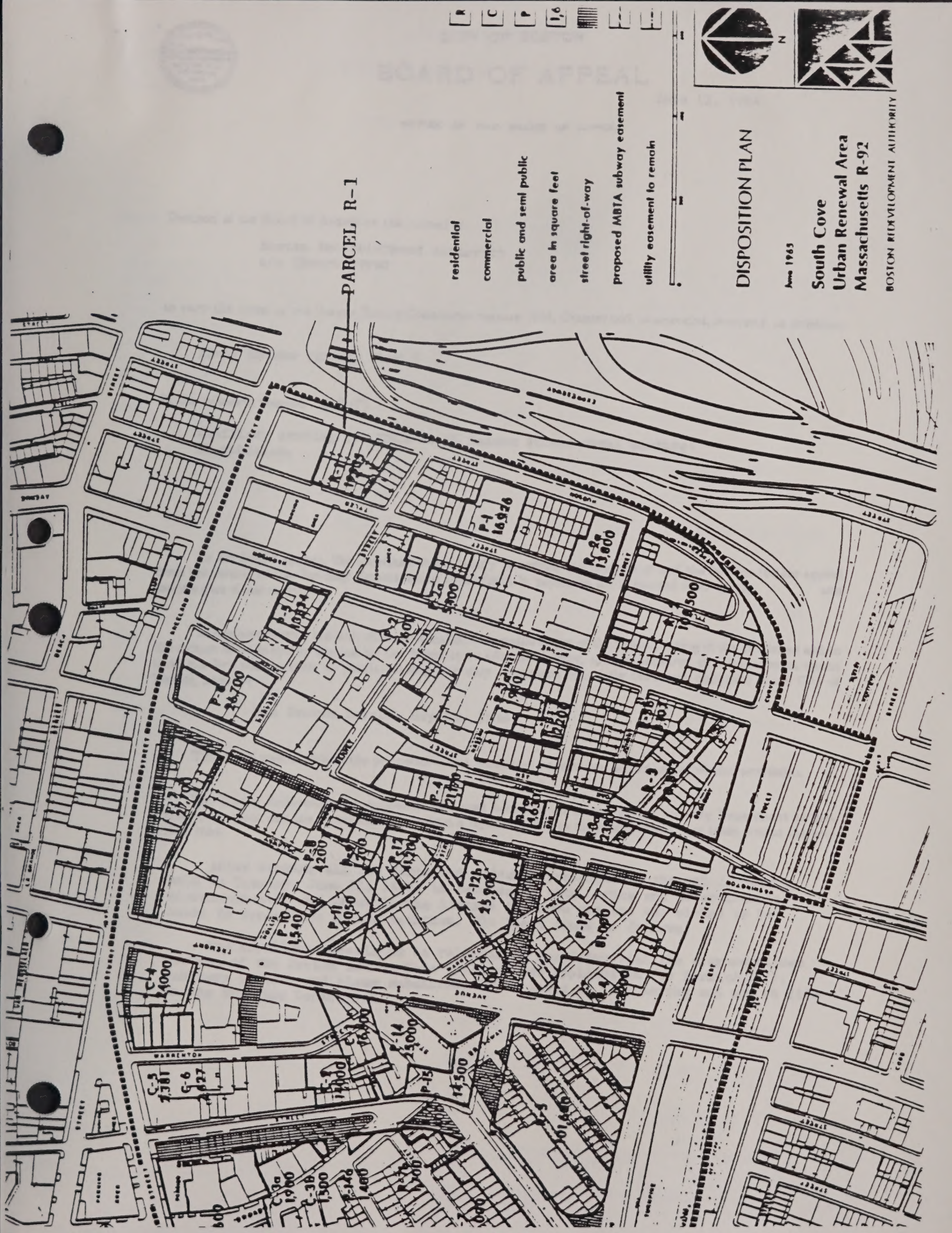
Approved as to form:

SPECIAL CONDITIONS

1. The Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. The Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing, except that permission is hereby granted for the Licensee to remove the small section of fencing on 51 Hudson Street to enlarge the space available for the Licensor's outdoor programmatic and parking needs. The Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.
6. No stockpiling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional or co-insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.
9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.
10. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without

disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.

11. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.
12. In conjunction with a general increase in the rents in the Project, the License Fee shall be subject to change upon thirty (30) days written notice to the Licensee but in no event will the fees increase more than the average increase borne by all similar licenses in the Project in the same year.
13. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.
14. Any monthly installment of the License Fee, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.



PARCEL R-1

residential

commercial

public and semi public

area in square feet

street right-of-way

proposed MBTA subway easement

utility easement to remain

DISPOSITION PLAN

June 1965

South Cove
Urban Renewal Area
Massachusetts R-92

BOSTON REDEVELOPMENT AUTHORITY



CITY OF BOSTON

BOARD OF APPEAL

June 12, 1984

OFFICE OF THE BOARD OF APPEAL

Decision of the Board of Appeal on the Appeal of

Boston Redevelopment Authority
c/a Edward Dwyer

to vary the terms of the Boston Zoning Code under Statute 1986, Chapter 663, as amended, Section 8, as premises:

55-57 Hudson Street, Ward 3

in the following respect: 8(3-7)

Ancillary parking for YWCA at 51 Hudson Street total parking:
13 vehicles.

In his formal appeal, the appellant states briefly in writing the grounds of and the reasons for his appeal from the refusal of the Building Commissioner as set forth in papers on file numbered BZC 6950 and made a part of this record.

In conformity with the law, the Board mailed reasonable notice of the public hearing to the petitioner and to the owners of all property deemed by the Board to be affected thereby, as they appeared on the then most recent local tax list, which notice of public hearing was duly advertised in a daily newspaper published in the City of Boston, namely:

The Boston Herald, May 12, 1984

The Board took a view of the petitioner's land, examined its location, layout and other characteristics.

The Boston Redevelopment Authority were sent notice of the appeal by the Building Department as prescribed in the Code and the Board has not received a report relative to the proposed use from them, within the prescribed time.

After hearing all the facts and evidence presented at the public hearing held on Tuesday, June 12, 1984, in accordance with notice and advertisement aforementioned, and after having listened to those present who wished to be heard in opposition to the petition, The Board finds as follows:

The appellant appeals to be relieved of complying with the aforementioned section of the Boston Zoning Code - all as per Application for Permit 2273, February 1, 1984 and plans submitted to the Board at its hearing and now on file in the Building Department.



CITY OF BOSTON

BOARD OF APPEAL

OFFICE OF THE BOARD OF APPEAL

Decision of the Board of Appeal on the Appeal of Case BZC-6950

The appellant seeks a conditional use permit for ancillary parking to the South Cove Branch of the Greater Boston YMCA, located at 51 Hudson Street, Boston. This 33-car lot will be available only to dues-paying, South Cove Branch YMCA Members. A maintenance charge of \$65.00 per month will be charged to users of this lot. The YMCA, lessee of the property, will provide fencing and will issue its members a key to the gate. This ancillary parking lot will not be available to the general public and will not be operated as a commercial parking lot.

The Board of Appeal shall grant any such appeal only if it finds that all of the following conditions are met:

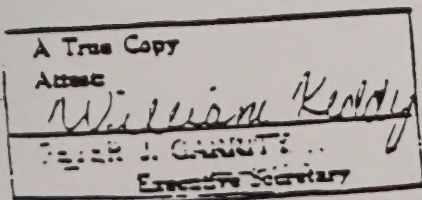
- (a) The specific site is an appropriate location for such use;
- (b) The use will not adversely affect the neighborhood;
- (c) There will be no serious hazard to vehicles or pedestrians from the use;
- (d) No nuisance will be created by the use; and
- (e) Adequate and appropriate facilities will be provided for the proper operation of the use.

The Board is of the opinion that all conditions required for the granting of a Conditional Use under Article 6, Section 6-3, of the Zoning Code have been met, and that the varying of the terms of the Zoning Code as outlined above will not conflict with the intent and spirit of the Zoning Code. Therefore, acting under its discretionary power, the Board (the members and the substitute member sitting on this appeal) unanimously voted to grant the requested Conditional Use as described above, annuls the refusal of the Building Commissioner and orders him to grant a permit in accordance with this decision, with the following proviso or provisos, which if not complied with, shall render this decision null and void.

- Provisos: (1) Grant for YMCA members only.
- (2) Granted for a period of two years, to expire on December 31, 1986.

Approved as to form:

Assistant Corporation Counsel



SIGNED JUN 19 1984

John W. Priestley, Jr.
JOHN W. PRIESTLEY, JR., CHAIRMAN

Richard J. Dennis
RICHARD J. DENNIS, SECRETARY-acting Chairman

Paul Parks
PAUL PARKS - Acting Secretary

James Farmer
JAMES FARMER

Alfred Gross
ALFRED GROSS



CITY OF BOSTON
INSPECTIONAL SERVICES DEPT.
July 20, 1984

OFFICE OF THE BUILDING COMMISSIONER

No. 2273
808 CITY HALL, BOSTON, MASS., 02201

PERMIT FOR USE OF PREMISES

Permission To Use Premises Is Hereby Granted B R A

OWNER:

Location 55-57 Hudson St

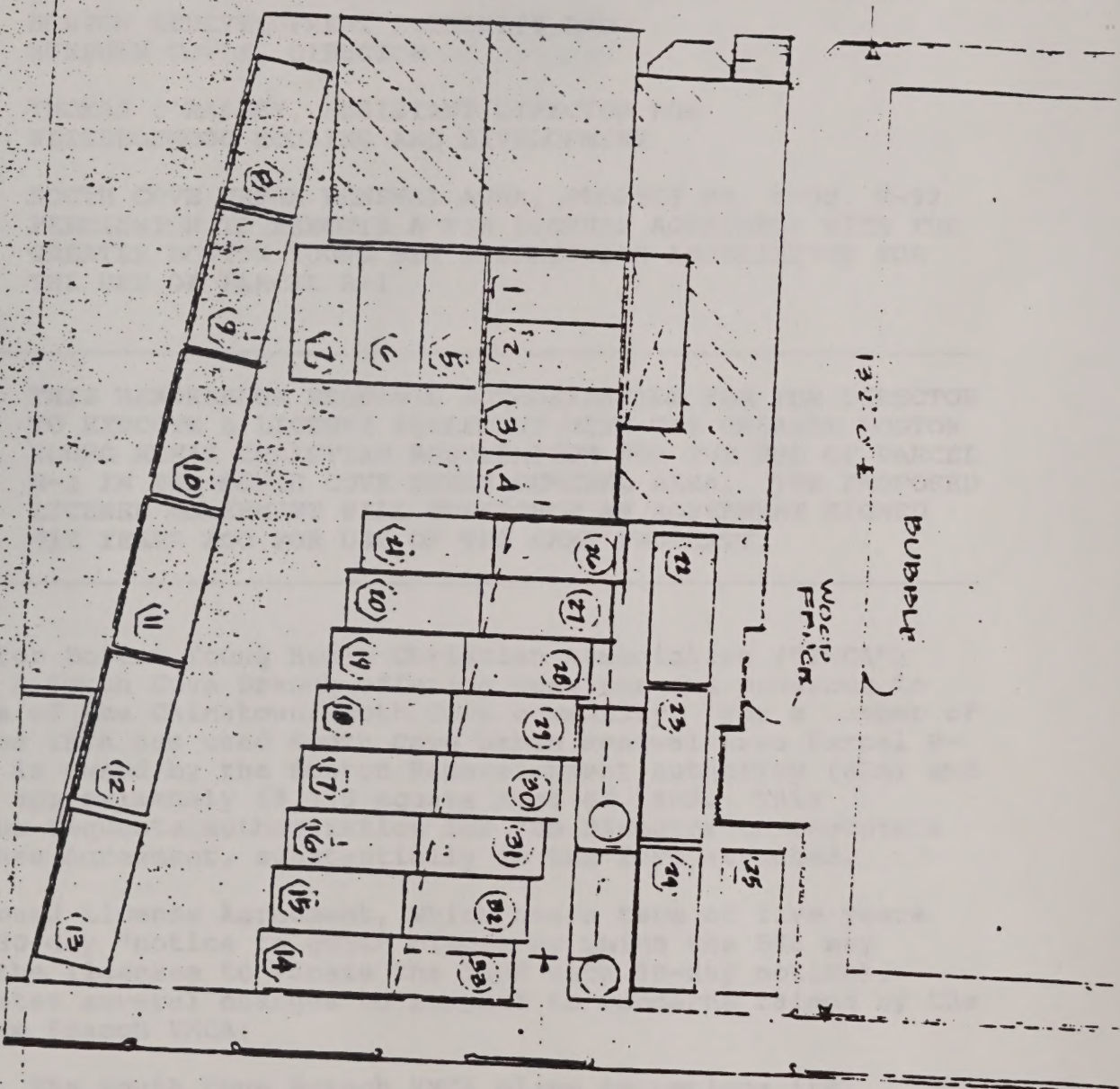
Ward 3

Use ancillary parking for YMCA at # 51 Hudson Street for 33 vehicles.

Provided that the person accepting this permit shall in every respect conform to the terms of the application on file in this office, and to the provisions of the Statutes relating to the Use, Construction, Alteration and Maintenance of Buildings or Premises in the City of Boston, and to the provisions of Chapter 665, Acts of 1956 as amended.

[Signature]
FOR THE BUILDING COMMISSIONER

TYLER STREET



132' 0" ±

BUBBLE

WOOD FRAMER

LINE OF
FOOTING WALL

102' 0" ±

HUDSON STREET

EXISTING SPACES

NEW SPACES

PLAN FOR RICH

City of Boston
Inspectional Services Department
APPROVED

as shown on plan

BY *M. Sullivan* 7/20/06

ADOPTED

JUNE 14, 1990

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT

SUBJECT: SOUTH COVE URBAN RENEWAL AREA, PROJECT NO. MASS. R-92
PERMISSION TO EXECUTE A NEW LICENSE AGREEMENT WITH THE
GREATER BOSTON YOUNG MEN'S CHRISTIAN ASSOCIATION FOR
THE USE OF PARCEL R-1

SUMMARY: THIS MEMORANDUM REQUESTS AUTHORIZATION FOR THE DIRECTOR TO EXECUTE A LICENSE AGREEMENT WITH THE GREATER BOSTON YOUNG MEN'S CHRISTIAN ASSOCIATION FOR THE USE OF PARCEL R-1 IN THE SOUTH COVE URBAN RENEWAL AREA. THE PROPOSED LICENSE AGREEMENT WILL SUPERCEDE AN AGREEMENT SIGNED SIX YEARS AGO FOR USE OF THE SAME PROPERTY.

The Greater Boston Young Men's Christian Association ("YMCA") operates a South Cove Branch offering services and programs to residents of the Chinatown/South Cove community. For a number of years, the YMCA has used South Cove Urban Renewal Area Parcel R-1, which is owned by the Boston Redevelopment Authority (BRA) and contains approximately 19,335 square feet of land. This memorandum requests authorization for the Director to execute a new License Agreement, substantially in the form attached.

The proposed License Agreement, which has a term of five years (with a 30-day "notice to quit" clause by which the BRA may require the licensee to vacate the land with 30-day notice), incorporates several changes to respond to concerns raised by the South Cove Branch YMCA:

- o The South Cove Branch YMCA plans to replace its "bubble" structure, which houses a gymnasium, exercise rooms and related facilities. Funding will be provided through a capital improvement loan from the YMCA. Extending the term of the License Agreement to five years will make the YMCA's proposed \$50,000 bubble-replacement project more feasible by creating a more stable mid-range future for the South Cove Branch on Parcel R-1. The new License Agreement includes a provision whereby any new licensee or redeveloper selected by the BRA for Parcel R-1 before the end of the Agreement's five-year term would be required to assume a share of the capital cost of the "bubble"

reconstruction proportional to the portion of the five-year period lost to the YMCA;

- o The proposed License Agreement allows for the removal of a small section of fencing on 51 Hudson Street which will enlarge the land area available for outdoor programs and parking needs; and
- o The proposed new License Agreement reflects a License Fee of \$1.00 per year, which will assist this non-profit agency in its mission to serve the residents of the South Cove/Chinatown community.

The proposed License Agreement requires the YMCA to obtain liability insurance coverage for the property that names the BRA as an additional insured.

It is, therefore, recommended that the Director be authorized to enter into a License Agreement with the Greater Boston Young Men's Christian Association for use of South Cove Parcel R-1, substantially in the form attached.

An appropriate vote follows.

VOTED: That the Director be authorized to execute a License Agreement with the Greater Boston Young Men's Christian Association for the use of Parcel R-1, containing approximately 19,335 square feet of land in the South Cove Urban Renewal Area, substantially in the form as attached with such changes as the Chief General Counsel deems necessary, with a License Fee of One Dollar (\$1.00) per year for five years and a 30-day "notice to quit" clause by which the BRA may require the licensee to vacate the land with 30-day notice.

